REMARKS

This amendment is responsive to the Office Action dated September 13, 2000. Claims 1-20 are pending in the application and are subject to rejection.

This amendment is being filed within the three month shortened statutory period for response and an extension of time is unnecessary.

II. Claim Rejections – 35 USC §102

The Office Action rejected **Claims 1-4, 10, 11 and 17** under 35 USC 102(e) as being anticipated by U.S. Pat. No. 5,687,455 to Ronen et al. ("Ronen"). Applicant respectfully traverses the rejections and asserts that Claims 1-4, 10, 11, and 17 are novel, unobvious, and patentable.

It is well settled that an anticipatory reference must teach each and every one of the limitations of the claim(s) alleged to be anticipated thereby.

Regarding **Claim 1**, the Office Action claims that Ronen teaches a communications enhancement means for providing information regarding a related subject matter from an alternate source. Applicant respectfully traverses the rejection and the interpretation of Ronen and has herewith amended Claim 1 to more specifically define Applicant's invention. Applicant respectfully asserts that Ronen, at the very least, fails to provide a communication enhancement

means that provides related information from a second source to a first source depending on the user's interaction with the first source, in an autonomous manner. Contrary to Applicant's invention as claimed, Ronen teaches a method for performing centralized billing transactions on a billing platform that allows communication between an internet access provider (IAP) and an internet service provider (ISP).

> "With reference back to FIG 2, after receiving the home-page on his or her screen, the user, at step 208, inputs the URL address of the desired Internet Service Provider with which he or she desires to conduct a transaction, and in response, receives a response from the ISP. At step 209, the user inputs a service request that will incur a transaction charge, such as requesting access to specific information, or requesting downloading of software. At step 210 the IAP routes the request to the ISP."

(Column 7, lines 6-15) Accordingly, Ronen only provides a platform where billing information can be transmitted between an IAP that is being used by a user to contact an ISP from which a product is ordered. Therefore there is no second source, which may be another URL, that provides information regarding a related topic that is the subject of the user's interaction with the first source as taught by Applicant.

In fact, Ronen teaches away from Applicant's invention by requiring that, "If the user wants additional services, he or she returns to step 208 to input the URL of the desired ISP if a different ISP is desired, or to step 209 if further service from the same ISP is desired." (Column 8, lines 4-7). Therefore, not only does Ronen fail to teach providing further information regarding a related topic from a second source, it even fails to teach providing further information from the same source and requires that the user reenter the URL of the same source to conduct another transaction thereon.

As a result, Applicant respectfully asserts that Ronen fails to teach the provision of information from a second source that is related to the interaction of the user on a first source as claimed by Applicant, and therefore fails to teach all of the limitations of Applicant's claim. Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 1.

Regarding **Claim 2**, the Office Action contends that Ronen discloses all of the limitations of Claim 1 and further contends that item 204 of figure 2 of Ronen teaches the display component of Applicant. Applicant respectfully traverses the rejection and the interpretation of Ronen and, because Claim 2 depends from Claim 1 and includes the novel limitations thereof, Applicant incorporates herein the remarks set forth above as to the novelty of Claim 1 and, as a result of the dependency thereof, respectfully asserts that Claim 2 is also novel.

Furthermore, Applicant respectfully asserts that the display component of Ronen is not provided to present information from a second source in response to the user's interaction with the first source as taught by Applicant. Conversely, Ronen's display component is in fact the first source,

> At step 202 the IAP accepts the call and, at step 203, engages in a user-IAP handshake protocol in which the user's identity is provided and authenticated by the IAP as a valid subscriber to that IAP's access service. The IAP then assigns an IP address to the session for use by the user's terminal. At step 204, in response to a successful handshake, a home-page appears on the user's screen.

(Column 6, lines 56-62). Applicant respectfully asserts that Ronen fails to teach the display component as claimed byApplicant and therefore cannot anticipate Claim 2, the withdrawal of the rejection of which is hereby respectfully requested.

Regarding **Claim 3**, the Office Action contends that Ronen discloses all of the limitations of Claim 1 and further contends that item 105 of figure 1 and items 209, 210, and 216 of figure 2 of Ronen teaches the request from the first source to the second source for related information as claimed by Applicant. Applicant respectfully traverses the rejection and the interpretation of Ronen and, because Claim 3 depends from Claim 1 and includes the novel limitations thereof, Applicant incorporates herein the remarks set forth above as to the novelty of Claim 1 and, as a result of the dependency thereof, respectfully asserts that Claim 3 is also novel.

Applicant respectfully asserts that, as more fully set forth above, item 209 is the input of a service request by the user and does not involve a request being sent from a first source to a second source as claimed. In addition, item 210 teaches the connection of the IAP to the ISP and does not provide for a request from a first source or a supply of information from a second source as claimed. (Please see Column 7, lines 7-15). In addition, item 216 of Ronen is the denial of a transaction if the user has failed to provide sufficient information to confirm the same. (Please see Column 7, lines 26-30). Accordingly, because Ronen fails to teach all of the limitations of Claim 3, Applicant respectfully requests the withdrawal of the rejection thereof.

Regarding **Claim 4**, the Office Action contends that Ronen discloses all of the limitations of Claims 1 and 3 and further contends that items 209, 210, 216 and 217 of figure 2 of Ronen teaches the request of related information from the first source and the provision thereof from the second source as claimed by Applicant. Applicant respectfully traverses the rejection and the interpretation of Ronen and, because Claim 2 depends from Claims 1 and 3 and includes the novel limitations thereof, Applicant incorporates herein the remarks set forth above as to the

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novelty thereof and, as a result of the dependency thereof, respectfully asserts that Claim 4 is also novel.

Applicant respectfully asserts that steps 216 and 217 Ronen teaches the delivery of a requested item to a user, such as downloading of software, if a billing mechanism for the user is provided. (Please see Column 7, lines 52-60) Ronen does not teach sending a request from the first source to the second source for information that is related to the interest of the user on the first source and the provision thereof. Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 4 for at least the foregoing reasons.

Regarding **Claim 10**, the Office Action asserts that Ronen teaches all of the limitations thereof in items 209, 210, 217, and 227 of figure 2. Applicant respectfully traverses the rejection and the interpretation of Ronen and has hereby amended Claim 10 to further emphasize the novelty thereof. Applicant respectfully asserts that Ronen, at the very least, fails to provide a an Internet system for generating an additional order that provides related information from a second source to a first source depending on the user's interaction with the first source without requiring the user to specifically request the same.

The IAP and ISP of Ronen are not the equivalent of the first source and second source as claimed by Applicant. Ronen's IAP allows a user to connect to an ISP by requiring that the user input "the URL address of the Internet Service Provider with which the user desires to interact." (Column 3, lines 26-28) Therefore, Ronen does not teach Applicant's invention as claimed wherein as a result of the users interaction with a first web page, a second web page provides

related information to the interest of the user without requiring the user enter a specific URL address for the second web page. In addition, the IAP of Ronen serves to store personal billing information regarding a client and allows an execution of a transaction by billing the client for a transaction consummated on a specific web page. (Please see Column 7, lines 51-67).

Accordingly, Applicant respectfully asserts that Ronen fails to teach all of the limitations of Claim 10 and respectfully requests the withdrawal of the rejection thereof.

Regarding **Claim 11**, the Office Action rejected the same and applied the same reasoning as applied in Claim 2. Applicant respectfully incorporates the remarks above set forth as to the novelty of Claim 2 and further incorporates the remarks above as to the novelty of Claim 10. Accordingly, Applicant respectfully asserts that Ronen fails to teach all of the limitations of Claim 11 and respectfully requests the withdrawal of the rejection thereof.

Regarding **Claim 17**, the Office Action asserts that Ronen discloses the Internet system of claim 10, and states that item 204 of Ronen is a web page. Applicant has hereby amended Claim 17 to further emphasize the novelty thereof wherein a first web page requests information from a second location having a differing IP address, a limitation which is not taught by Ronen. In addition, because Claim 17 depends from Claim 10, it incorporates the novel limitations thereof that further define the same over the teachings of Ronen. Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 17 for at least the above set forth reasons.

IV. Claim Rejections – 35 USC §103(a)

The Office Action rejected **Claims 5-9, 12-15, and 18-19** under §103(a) as being unpatentable over Ronen. Applicant respectfully traverses the rejection and the interpretation of the reference.

Regarding **Claim 5**, the Office Action claims that the limitations of Claim 4 are taught by Ronen; however, the Office Action admits that Ronen fails to teach a purchase transaction with the first source. The Office Action further takes Official Notice that IAPs provide products and services from their web sites. Applicant respectfully traverses the rejection of Claim 5 and the interpretation and modification of Ronen.

Applicant hereby incorporates the remarks above set forth as to the novelty and unobivousness of Claims 1, 3, and 4, from which Claim 5 depends, and respectfully asserts that Ronen fails to teach all of the limitations thereof.

First, it is well settled that in order for a modification or combination of the prior art to be valid, the prior art itself must suggest the modification or combination. Ronen fails to suggest a logical reason to modify the reference as proposed. Ronen is individually complete and functional independently for its limited specific purposes and therefore there would be no reason to make the modification proposed by the Office Action. Ronen's IAP only allows users to access ISPs to conduct transactions and the IAP is only used to store and transmit user information to a billing platform. Accordingly, the IAP does not allow transactions to be

conducted thereon.

Second, even if the modification was legally justified, it still would not render Applicant's invention obvious. Applicant's invention allows the autonomous transmission from a second source information that is related to the interest of the user on a first source. Conversely, Ronen fails to teach a first source and second source that are able to interact without requiring express input from the user as taught by Applicant. "By inputting the URL address of the Internet Service Provider with which the user desires to interact, the user may be connected to various ISPs, such as 106 and 107." (Column 3, lines 26-28).

Third, even if the modification was legally justified, the references would not meet all of the limitations disclosed in Applicant's claims. For purposes of illustration but not limitation, Ronen fails to teach the interaction between the first source and the second source to autonomously provide additional information that is of interest to the user.

Finally, if Applicant's invention were in fact obvious, those skilled in the art would have modified the Ronen's invention by now to cover the advantages of Applicant's invention. The fact that Hellermann has not been modified since its teachings were known since at least 1996 to implement Applicant's invention, despite its great advantages, indicates that Applicant's invention is not obvious. Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 5 for at least the aforementioned reasons.

Regarding **Claim 6**, the Office Action asserts that Ronen in view of the Examiner's

Official Notice discloses the invention of Claim 5, and further asserts that Ronen teaches an actuation means being included with the transferred information. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty of Claims 1, 3, 4, and 5.

The Office Action cites Column 8, lines 1-7 in support of its contention that Ronen teaches an actuation means as claimed by Applicant. However, Ronen fails to teach an actuation means and expressly requires that the user input the URL of the desired site in order to visit the site to make an additional transaction, "If the user wants additional services, he or she returns to step 208 to input the URL of the desired ISP if a different ISP is desired, or to step 209 if further service from the same ISP is desired." (Column 8, lines 4-7) Accordingly, the input of a desired URL is not similar to Applicant's claimed invention of providing information regarding a particular good and/or service and allowing the user to purchase the same by using an actuation means. Therefore, even if the modification of Ronen were legally justified, it would fail to render Applicant's invention obvious. As a result, Applicant respectfully requests the withdrawal of the rejection of Claim 6.

Regarding **Claim 7**, the Office Action asserts that Ronen in view of the Examiner's Official Notice discloses the invention of Claim 6, and further asserts that Ronen teaches that upon activation of the actuation means by the user, a set of data is transferred between the web pages. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty of Claims 1, 3, 4, 5, and 6.

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The Office Action cites Figure 2 and items 209, 210, 216, 217, and 227 of Ronen in support of its rejection of Claim 7. Applicant respectfully asserts that even if the modification of Ronen were legally justified, it still would fail to teach all of the limitations of Applicant's invention. Besides failing to teach Applicant's first source and second source as claimed, Ronen's items 209, 210, 216, 217, and 227 are directed to a billing platform wherein the user must input the information before proceeding. Conversely, Applicant's Claim 7 teaches the transfer of information, which may be billing information, from a first source to a second source upon actuation of an actuation means which Ronen fails to teach. Accordingly, Applicant respectfully asserts that Ronen does not render Claim 7 obvious and respectfully requests the withdrawal of the rejection.

Regarding **Claim 8**, the Office Action asserts that Ronen in view of the Examiner's Official Notice discloses the invention of Claim 7. The Office Action admits that Ronen fails to teach Applicant's payment means, delivery means, and client identifying means being at least included in said data. However, the Office Action attempts to improperly modify Ronen to incorporate Applicant's teaching of the transfer of the payment means, delivery means, and identifying means. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty of Claims 1, 3, 4, 5, 6, and 7.

It is well settled that in order for a modification to be proper, the prior art reference must suggest the modification. Ronen fails to provide any justification for the modification. Ronen,

as admitted on page 6 of the Office Action, only teaches the transfer of information from the IAP to the ISP, which are not the first and second source as claimed by Applicant. Accordingly, because Ronen teaches a centralized billing system for transactions conducted on the Internet, there would be no need to provide billing information to a second source as claimed by Applicant. Accordingly, Ronen does not even contemplate the exchange of information between two different sources. Therefore, Applicant respectfully requests the withdrawal of the rejection of Claim 8 because Ronen fails to render the same obvious.

Regarding **Claim 9**, the Office Action asserts that Ronen in view of the Examiner's Official Notice discloses the invention of Claim 8. The Office Action admits that Ronen fails to teach Applicant's second display component that requests entry of the payment means, delivery means, and the client identifying means. However, the Office Action attempts to improperly modify Ronen to incorporate Applicant's limitations. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty of Claims 1, 3, 4, 5, 6, 7, and 8.

It is well settled that in order for a modification to be proper, the prior art reference must suggest the modification. Ronen fails to provide any justification for the modification. Ronen teaches a centralized billing system for transactions conducted on the Internet wherein the IAP must have the client's information before the IAP will allow the client to engage in a transaction. Accordingly, because Ronen requires that all of the user's information be previously on record, there would be no need to have a second display component from a second source requesting the information. Accordingly, Ronen does not even contemplate Applicant's second component as

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supplied by the second source to gather information regarding the user. Therefore, Applicant

respectfully asserts that the modification of Ronen is improper and fails to teach Applicant's

invention. As a result, Applicant respectfully requests the withdrawal of the rejection of Claim

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Regarding **Claim 12**, the Office Action asserts the same rejection as applied to Claim 5

and asserts that it is inherent that the client provide a plurality of personal information to seller in

order to complete an online sales transaction. Applicant respectfully traverses the rejection and

the modification and interpretation of Ronen. Applicant incorporates herein the remarks above

set forth as to the novelty and unobviousness of Claim 5 and the claims from which it depends.

In addition, Applicant incorporates herein the remarks above set forth as to the novelty and

unobviousness of Claim 10 from which Claim 12 depends.

It is well settled that in order for a modification of the prior art to be valid, the prior art

itself must suggest the modification. Ronen, as previously admitted in the Office Action, fails to

allow a transaction to be completed on the first source because Ronen's first source, the IAP, is

used only to store information thereon. Accordingly, Ronen fails to provide a justification or

reason for the modification as proposed. Therefore, Applicant respectfully requests withdrawal

of the rejection of Claim 12.

Regarding **Claim 13**, the Office Action asserts that Ronen in view of the Examiner's

Official Notice discloses the invention of Claim 12 and further asserts that items 209, 210, and

216 of Ronen teach Applicant's limitation of requesting information from a second source by a

first source. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty and unobiousness of Claims 5, 10, and 12.

Applicant respectfully asserts that even if the modification was legally justified, Ronen would fail to teach Applicant's invention as claimed. Ronen, as admitted on page 6 of the Office Action, only teaches the transfer of information from the IAP to the ISP, which consists of billing information only. Accordingly, Ronen does not teach or even contemplate or even require that a first source request related information of interest to a user from a second source. Accordingly, Ronen does not even contemplate the exchange of information between two different sources as claimed. Therefore, Applicant respectfully requests the withdrawal of the rejection of Claim 13 because Ronen fails to render the same obvious.

Regarding **Claim 14,** the Office Action asserts that Ronen in view of the Examiner's Official Notice discloses the invention of Claim 13 and further asserts that Ronen teaches Applicant's limitation of a second display means having a plurality of actuation means thereon. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty and unobiousness of Claims 5, 10, 12, and 13.

Applicant respectfully asserts that Ronen fails to provide any justification for the modification and that even if the modification was legally justified, Ronen would fail to teach

Applicant's invention as claimed. The Office Action admits on page 6 thereof that Ronen fails to teach a second display means, nevertheless, the Office Action attempts to improperly incorporate a second display means into Ronen even though a justification therefor is not provided. Ronen, as admitted on page 6 of the Office Action, only teaches a central billing system where the IAP has the user's information and bills the user for the transactions directly. Accordingly, Ronen does not teach or even contemplate or even require that a first source request related information of interest to a user from a second source and a second display component provide the same. In addition, as clearly set forth in Column 8, lines 1-12, Ronen requires that the user enter the URL of an alternate source if it desires to visit the second source and no second display means are provided therefor or even contemplated. Therefore, Applicant respectfully requests the withdrawal of the rejection of Claim 14 because Ronen fails to render the same obvious or provide any justification for the modification.

Regarding **Claim 15**, the Office Action asserts that Ronen in view of the Examiner's Official Notice discloses the invention of Claim 14 and further admits that Ronen fails to teach the transfer of information to a second source upon actuation of a second actuation means. Applicant respectfully traverses the rejection and the modification and interpretation of Ronen. Applicant incorporates herein the arguments set forth above as to the novelty and unobiousness of Claims 5, 10, 12, 13, and 14.

Applicant respectfully asserts that Ronen fails to provide any justification for the modification and that even if the modification was legally justified, Ronen would fail to teach Applicant's invention as claimed. The Office Action admits on page 6 thereof that Ronen fails

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to teach a second display means and the transfer of information from a first source to a second source upon actuation of an actuation means. Nevertheless, the Office Action attempts to improperly incorporate a second display means into Ronen and an actuation means for the transfer of information even though a justification therefor is not provided. Ronen, as admitted in the Office Action, only teaches a central billing system which bills the client directly and does not need to transfer the information to a second source. Accordingly, Ronen does not teach or even contemplate or even require that a second source request personal information of a user from a first source or provide a second display component and an actuation means thereon for the request. Therefore, Applicant respectfully requests the withdrawal of the rejection of Claim 15 because Ronen fails to render the same obvious or provide any justification for the modification thereof.

Regarding **Claim 18**, the Office Action claims that Ronen and several modifications thereof will render Applicant's Claim 18 obvious. Applicant respectfully traverses the rejection and the interpretation and modification of the reference.

It is well settled that in order for a modification or combination of the prior art to be valid, the prior art itself must suggest the modification or combination. As previously admitted in the Office Action, Ronen has a central billing system wherein the IAP bills the client for all transactions of the client during an on-line session. In addition, the Office Action admits that Ronen does not explicitly disclose a purchase transaction on the first site. Therefore, Ronen would not contemplate or require the personal information for a purchase transaction on the IAP site. Thus the reference itself fails to suggest a logical reason to modify the reference as

proposed. Ronen is complete and functional independently for its limited specific purpose and there would be no reason to make the modification proposed by the Office Action.

Secondly, even if the modification was legally justified, the references would not meet all of the limitations disclosed in Applicant's claims. Applicant's invention as claimed allows a request to be sent to a second source for an item that is related to the subject matter of the transaction on the first source. As admitted in the Office Action, Ronen fails to teach Applicant's invention as claimed. However, the Office Action attempts to incorporate Amazon.com's related product suggestion in an attempt to teach Applicant's invention. Applicant respectfully traverses the modification and combination and asserts that even if the modification was made, Amason.com's system only presents additional books from the same source and does not request additional products and/or services from additional sources.

Thirdly, even if the modification was legally justified, it still would not render Applicant's invention obvious. For purposes of illustration but not limitation, Applicant's invention provides an assenting actuation means to purchase the additional item from the second source. Conversely, as disclosed in Column 8 of Ronen, if an additional transaction is desired by the user, the user must enter the URL of the alternate source and enter into another transaction. This is one of the disadvantages in the prior art that Applicant's invention overcomes by providing an assenting actuation means to the original source for the convenience of the user.

Fourthly, the Office Action admits that Ronen fails to disclose the transferring of personal information from the first source to the second source upon the user's assent to the

transaction. As discussed in further detail above, Ronen only provides for a central billing service whereby the IAP stores the user's information and bills the user directly for transactions conducted on the Internet. Accordingly, there would be no reason to modify Ronen as proposed to allow the transfer of personal information because that is the function of the IAP itself and it must have the information prior to the user's transaction.

Finally, it appears that the Office Action is improperly using hind-sight and the teachings of Applicant's invention in order to modify Ronen to render obvious Applicant's Claim 18. For almost every limitation, the Office Action improperly attempts to modify Ronen to teach the limitations of Applicant's invention. Applicant respectfully asserts that the necessity of so many modifications mitigates in favor of Applicant and suggests that Applicant's invention is in fact not obvious.

Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 18 for at least the aforementioned reasons.

Regarding **Claim 19**, the Office Action asserts that Ronen in view of the Official Notice discloses method of Claim 18, and that item 210, 216, and 217 of Ronen teach Applicant's display provided by the second source containing the information thereon. Applicant respectfully traverses the rejection and the interpretation and modification of Ronen, and herein incorporates the remarks set forth above as to the novelty and unobviousness of Claims.

Applicant respectfully asserts that Ronen fails to provide any justification for the

modification as proposed and that even if the modification was legally justified, Ronen would fail to teach Applicant's invention as claimed. The Office Action admits on page 6 that Ronen fails to teach a display means, nevertheless, the Office Action attempts to improperly incorporate a display means into Ronen even though a justification therefor is not provided. In addition, as clearly set forth in Column 8, lines 1-12, Ronen requires that the user enter the URL of an alternate source if it desires to visit the second source and no display means is provided therefor or even contemplated. Therefore, Applicant respectfully requests the withdrawal of the rejection of Claim 19 because Ronen fails to render the same obvious or provide any justification for the modification.

The Office Action rejected **Claim 16 and 20** under §103(a) as being unpatentable over Ronen in view of Official Notice as applied to Claim 12, and further in view of U.S. Pat. No. 4,992,940 to Dworkin ("Dworkin"). Applicant respectfully traverses the rejection and the interpretation and combination of the references.

Regarding **Claim 16**, the Office Action asserts that Ronen discloses the system of Claim 12 and admits that Ronen fails to teach a database with previously stored information from a second source that provides a related item to the client on the first source and can consummate the transaction with the transfer of personal information. In addition, the Office Action asserts that Dworkin discloses a database with previously stored information from said second source communicates with said first source to provide a related item to said client on said first source and can be combined with Ronen to teach Applicant's invention. Applicant respectfully traverses the rejection and combination of the references and incorporates herein the remarks

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above set forth in relation to the novelty and unobviousness of Claims 10 and 12.

It is well settled that in order for a modification or combination of the prior art to be valid, the prior art itself must suggest the modification or combination. None of the references suggest a logical reason to modify the reference as proposed. Ronen and Dworkin are individually complete and functional independently for their limited specific purposes and therefore there would be no reason to make the modification proposed by the Office Action. Ronen teaches a central billing system and Dworkin basically provides a search engine for finding a desired product as specified by a user. Accordingly, there would be no reason to modify or combine the references as proposed.

Secondly, even if the modification was legally justified, it still would not render Applicant's invention obvious. Applicant's invention allows the automated request for a related product from a second source as a result of the user's passive interaction with the first source. Conversely, Dworkin generally teaches a search engine for locating a product that is actively searched for by a user, "In practicing the invention, the user must first tell the system the general type of product or service desired. This step can be done by selecting an appropriate item from a menu. In response to the user's choice, the system displays a template which gives various technical criteria for the product or service. By filling in one or more spaces on this template, the user can tell the system the criteria to be deemed minimum requirements." (Column 2, lines 6-13).

Thirdly, even if the modification was legally justified, the references would not meet all

of the limitations disclosed in Applicant's claims. For purposes of illustration but not limitation, Dworkin fails to teach the provision of the related information from the database without requiring an express request from the user therefor. "The system enables the user to 'shop' for products meeting the user's own minimum requirements, and having the best price, without the need to consult individual catalogs or visit stores." (Column 3, lines 51-54).

Finally, if Applicant's invention were in fact obvious, those skilled in the art would have combined the Ronen's invention with that of Dworkin's by now to cover the advantages of Applicant's invention. The fact that Dworkin has not been modified since its teachings were known since at least 1989 with the teachings of Ronen whose teachings were known since at least 1996 to implement Applicant's invention, despite its great advantages, indicates that Applicant's invention is not obvious.

Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 16 under Ronen in view of Dworkin for at least the aforementioned reasons.

Regarding **Claim 20**, the Office Action asserts that Ronen teaches the method of Claim 18 and admits that Ronen fails to teach the database communicating with the first source and presenting a display with information regarding an item to a user on the first source. However, the Office Action improperly attempts to combine Dworkin to teach the same. Applicant respectfully traverses the rejection and the combination and modification of the references. In addition, Applicant herein incorporates the remarks above set forth as to the novelty and unobviousness of Claim 18.

It is well settled that in order for a modification or combination of the prior art to be valid, the prior art itself must suggest the modification or combination. None of the references suggest a logical reason to modify the reference as proposed. Ronen and Dworkin are individually complete and functional independently for their limited specific purposes and therefore there would be no reason to make the modification proposed by the Office Action. Ronen teaches a central billing system and Dworkin basically provides a search engine for finding a desired product as specified by a user. Accordingly, there would be no reason to modify or combine the references as proposed.

Secondly, even if the modification was legally justified, it still would not render Applicant's invention obvious. Applicant's invention allows the automated request for a related product from a second source as a result of the user's passive interaction with the first source. Conversely, Dworkin basically provides a search engine for locating a product that is actively searched for by a user, "In practicing the invention, the user must first tell the system the general type of product or service desired. This step can be done by selecting an appropriate item from a menu. In response to the user's choice, the system displays a template which gives various technical criteria for the product or service. By filling in one or more spaces on this template, the user can tell the system the criteria to be deemed minimum requirements." (Column 2, lines 6-13).

Thirdly, even if the modification was legally justified, the references would not meet all of the limitations disclosed in Applicant's claims. For purposes of illustration but not limitation,

Dworkin fails to teach the provision of the related information from the database without requiring an express request from the user therefor. "The system enables the user to 'shop' for products meeting the user's own minimum requirements, and having the best price, without the need to consult individual catalogs or visit stores." (Column 3, lines 51-54).

Finally, if Applicant's invention were in fact obvious, those skilled in the art would have combined the Ronen's invention with that of Dworkin's by now to cover the advantages of Applicant's invention. The fact that Dworkin has not been modified since its teachings were known since at least 1989 with the teachings of Ronen whose teachings were known since at least 1996 to implement Applicant's invention, despite its great advantages, indicates that Applicant's invention is not obvious.
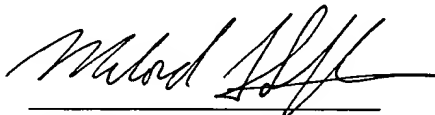
Accordingly, Applicant respectfully requests the withdrawal of the rejection of Claim 20 by Ronen in view of Dworkin for at least the aforementioned reasons.

Applicant has reviewed the prior art made of record and not relied upon and respectfully asserts that none of the references either anticipates or renders obvious Applicant's invention.

CONCLUSION

It is respectfully submitted that the case is now in condition for allowance, and an early notification of the same is requested. If it is believed that a telephone interview will help further the prosecution of this case, Applicant respectfully requests that the undersigned attorney be contacted at the listed telephone number.

Respectfully submitted,

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